

**CITY OF TUCSON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
DWELLING LEASE**

PART I OF TWO PARTS

Tenant Name _____ Account # _____

Address _____ Lease # _____ Br. Size _____

ARTICLE I

Parties

This Lease Agreement (called the “Dwelling Lease” or “Lease”) is made by and between the Housing and Community Development Department (Management) of the City of Tucson (COT) acting as a Public Housing Authority (PHA) and _____, (herein called the “Tenant”). Management, relying upon the representation of Tenant as to his/her household composition and income, leases to Tenant, and Tenant leases upon the terms and conditions set forth in Parts I and II of this lease agreement.

A. Tenant certifies that individuals identified as the “household” on the Household Composition and Members form attached hereto are valid and restricted to those listed on the attached. Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions, and court-awarded custody**, require advance written approval from Management. Management will not combine two families into one household. Management reserves the right to review the circumstances on a case-by-case basis. Such approval will be granted only if the new household members pass Management’s screening criteria and a unit of the appropriate size is available. Additions to the household cannot be granted until after the Tenant has satisfactorily completed their first annual Dwelling Lease renewal. Exceptions to this rule will be reviewed on a case-by-case basis. All members of the household age 18 and over shall execute the lease. Management reserves the right to provide an exception on a case by case basis based on current circumstances within the household. **Note:** The term “household” as used hereafter includes tenant and his/her approved household members as set forth on the referenced attachment and any later amendments thereto. Where more than one person is approved for occupancy, the term “tenant” when used hereafter shall mean, where appropriate, all members of the household.

B. Tenant agrees to wait for Management’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease and may result in lease termination and eviction.

C. Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to Management in writing, within 10 calendar days of the occurrence. An individual deleted from an approved Household Composition is not guaranteed automatic re-inclusion to the lease at a later date, and must pass Management’s eligibility screening criteria.

ARTICLE II

Unit: Terms and Rental: Utilities: Part I

A. Unit

This lease shall govern the rental of one dwelling unit, located at _____, Tucson, Arizona (and hereinafter called the "Premises"), to be occupied exclusively as a private residence by the Tenant and his/her household as defined and approved herein.

B. Terms

LEASE RENEWAL _____ TRANSFER _____ MOVE IN _____

1. For tenant and his/her household, if applicable, upon initial move in, lease renewal or transfers, the term of the Lease shall be for a period of _____ months beginning _____, _____, and ending at midnight on _____.

C. Rent

1. Tenant shall be charged a gross rent of \$_____ per month, based on the income reported to Management for and by household members, calculated in accordance with Federal regulations, and payable promptly in advance on or before the first day of each month without demand or billing. Payment shall be delinquent if received after 5:00 p.m. of the 1st day of said month; a penalty of \$25.00 is charged if payment is received after 5:00 p.m. of the 10th day of said month, and then an additional \$25.00 for each additional month in which rent is paid late.
2. In the case of tenant-paid utilities, Tenant shall receive a utility allowance credit of \$_____ applied to Tenant's account.
3. The rent payment due to the PHA after the utility allowance credit is \$_____.
4. Tenant must meet his financial obligations to Management including the avoidance of repeated late payments of rent or other charges. Repeated late payment is stipulated to mean four (4) late payments within any 12-month Lease term. A late payment is defined above. Failure to meet financial obligations to Management is a material breach of this Lease and is grounds for Lease termination and eviction.
5. Minimum rent is \$50.00 (fifty) dollars per month.

All payments and credit will be applied in the following order: (1) rent, (2) security and other deposits, and (3) due and collectible maintenance and other charges. The oldest charge within each category shall be paid first.

D. Utilities Allowances: Tenant-Paid Utilities

If indicated by an (X) below, the PHA shall provide Tenant with a Utility Allowance credit in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:

() GAS () ELECTRICITY () WATER & SEWER () REFUSE/TRASH COLLECTION

Tenant's failure to maintain the above checked utility services to the unit at all times is a material breach of this lease and grounds for lease termination and eviction.

E. PHA-Supplied Utilities

Tenant may be charged by Management for excess usage of PHA-supplied utilities. Every such charge shall be made in accordance with the current Schedule of Utilities posted in the Management office and will become due and collectible on the first (1st) day of the second (2nd) month following the month in which the charge is incurred.

F. **Security/Pet Deposit:** Tenant agrees to pay a total security deposit of \$_____, which may include a pet deposit if applicable. See Part II Article III Section (A)(2) of this lease for information on the treatment of the Security Deposit. See Part II Article III Section (A)(4)(h) of this lease for information on the treatment of the Pet Deposit.

G. **Part II**

Part II of this Lease is hereby incorporated herein by reference.

H. **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and Part II of this Lease and all additional documents made a part of the lease by reference.

I hereby certify that I, and other members of my Household, have not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to Management before execution of the lease, or before Management's approval for occupancy of the unit by the Household member. I also certify that all information or documentation submitted by myself or other Household members to Management in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief. I further certify by my signature below that I fully understand that any misinformation or inaccurate documentation regarding any incidence of fraud in connection with any federal housing assistance program, or concerning any or all family income, employment and/or household composition shall be grounds for termination of this lease and subsequent eviction.

I/We have read, fully understand and received a copy of the attachments indicated on page 5 (five), to include information on "Lead-based Paint: Protect Your Family From Lead in Your Home." I/We understand the possibility that lead-based paint may exist in the unit.

I/We have read, fully understand and received a copy of Part I and Part II of this Lease Agreement, the Household Composition and Members form (attached), and attachments as applicable. By my signature, I/we hereby agree to be bound by its provisions and conditions as written.

_____	_____	_____	_____
Tenant	Date	Witness	Date
_____	_____		
Co-Tenant (if applicable)	Date		
_____	_____		
Co-Tenant (if applicable)	Date		
_____	_____		
Housing and Community Development Dept.	Date		

HOUSEHOLD COMPOSITION AND MEMBERS

LAST NAME	FIRST NAME	MIDDLE INITIAL	FAMILY- RELATIONSHIP
SEX	DATE OF BIRTH	SOCIAL SECURITY #	

[NOTE: Use the Lindsey System to generate this attachment form depicting all household members]

CERTIFICATION: I/We certify that the household composition above is true/complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal law, and may be grounds for termination of housing assistance.

Tenant

Date

Co-Tenant

Date

Housing Services Manager/Agent

Date

ATTACHMENTS

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and/or information. The documents are part of the Dwelling Lease.

- | | |
|---|---|
| <input type="checkbox"/> Part II of this Lease | <input type="checkbox"/> Housekeeping Standards |
| <input type="checkbox"/> Pet Policy (Appendix F, Occupancy Policy) | <input type="checkbox"/> Protect Your Family from Lead in Your Home |
| <input type="checkbox"/> Grievance Procedure (Appendix B, Occupancy Policy) | <input type="checkbox"/> Service Animal Policy |
| <input type="checkbox"/> Lease Provision for Termination of Tenancy | <input type="checkbox"/> Tenant Rent Worksheet |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> FSS Contract (As Applicable) |
| <input type="checkbox"/> Community Service Requirement Policy | |

OTHER INFORMATION

OFFICE ADDRESS: _____ HOURS: _____

TELEPHONE NUMBER: _____

EMERGENCY MAINTENANCE TELEPHONE NUMBER:
Monday through Friday after 5 p.m., weekends and holidays.

791-4144

**CITY OF TUCSON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
DWELLING LEASE
TERMS AND CONDITIONS**

PART II OF TWO PARTS

ARTICLE I

Lease Renewal

A. Renewal: Ineligibility

At the termination date, the Lease shall be renewable subject to the Tenant's demonstration of having met the terms and conditions of the Lease and having passed the Annual Unit Occupancy Inspection. It is further provided, notwithstanding the foregoing sentence, that the Lease shall not be renewed if the Tenant is determined to be ineligible for continued occupancy because:

1. Tenant and/or Tenant's household has failed to comply with the Community Service Requirement as defined in Article II Section F, below and is therefore ineligible for continued occupancy.

B. Non-renewal

If Management determines that the Tenant is ineligible for continuing occupancy due to any of the above reasons, Management shall deliver a notice to Tenant of PHA's intent not to renew this Lease. Notice will be in accordance with the notice requirements set forth in Article IV of Part II. Tenant will then be required to vacate the premises upon expiration of the term of this Lease, or within the time frame specified on written notification of termination.

ARTICLE II

Re-determination of Rent, Dwelling Size and Eligibility

A. Tenant Obligations

It is the responsibility of the Tenant to cooperate and assist Management in the timely completion of all regular and interim reexaminations of household income and composition. Tenant shall timely provide to Management for regular and interim reexamination, accurate information in the form requested by Management concerning any and all household income, employment and household composition. In regard to income information, Management may require, at its discretion, Tenant or any other household member to produce Federal and/or State income tax returns.

B. Regular Reexaminations

Management shall, at least once a year, reexamine the incomes and composition of resident households. Rental determination shall be made in accordance with Federal Government requirements. Rent fixed in this Lease or later adjusted pursuant to the applicable schedules shall remain in effect for the period between regular rent determinations unless a special review of income is warranted. (See Article II. Section C. 1 & 2)

1. Either Tenant's or Tenant's household members failure to appear for scheduled reexamination appointment or Tenant's or Tenant's household member's failure to provide accurate information in a timely manner concerning any and all family income, employment and household composition shall be grounds for termination of this Lease.
2. If it is found that the Tenant has misrepresented to Management the facts upon which rent is based so that the rent is less than should have been charged, the increase in rent shall be made retroactive, shall be due and payable immediately and may be considered fraud, resulting in the termination of the lease. Failure to pay said arrearages promptly shall be grounds for termination of this lease.
3. Effective date of rent adjustments – regular reexaminations:
 - a. Management will request the Tenant to come in for their annual reexamination up to 120 days prior to Tenant's anniversary date. Tenant shall bring to this and all other required meetings with Management staff such (1) other members of his/her household, and/or (2) information as staff shall request and require.
 - b. Increases in rent will be effective the first day of the month of the Tenant's regular reexamination anniversary date regardless of when the actual interview, verification and recertification take place.
 - c. Decreases in rent will become effective on either (1) the first day of the month of the Tenant's regular reexamination anniversary date, or (2) the first day of the month following the Tenant's recertification, as applicable.

C. Interim Reexamination

Reporting Requirement:

1. **Establishing Rent between Admission and First Re-examination or between Regular Re-examinations.** Rent remains in effect for the period between regular reexaminations unless during that period, a household's income changes. All changes in household composition and income must be reported, including the following:
 - a. Loss/start of a job.
 - b. Change in source of income.
 - c. Loss/addition of income including but not limited to welfare, supplemental security income, general assistance, unemployment, worker's compensation, social security income, and/or any other source of income.
 - d. Any change in household composition.
 - e. An employed household member becomes eighteen (18) years of age.
 - f. Any change to citizenship status of a household member.

Any such change must be reported to Management in writing on a Change of Household Composition/Change of Income form provided by Management within ten (10) calendar days of its occurrence. Failure to timely report these changes may result in eviction action against the Household.

2. **Interim Re-exams will be conducted for the following:**
 - a. All changes relating to a tenant's household composition.+
 - b. All changes resulting in rent decreases expected to last at least 30 days.

- c. All income changes for households that declare zero income.
- d. All income changes for households that fail to report new income sources within ten (10) calendar days.
- e. An interim re-exam will be completed for increases in total household income that are equal to or greater than \$10,000 annually. No interim re-examination will be made for periodic and determinable wages and allowances including seasonal and contract employment, alimony and child support payments, and regular contributions or gifts from organizations or persons not residing in the dwelling if under the \$10,000 threshold. All such household income shall be annualized when calculating the rent payment.
- f. Prior to signing a new Family Self-Sufficiency (FSS) contract, an interim reexamination will be conducted if the effective date of the current reexamination on file is more than 120 days old or if the family's income has changed since the current reexamination was conducted. All new or changed income sources must be re-verified.
- g. Verification of a previously unverified or undocumented Social Security Number.

3. Effective date of rent change due to interim reexamination.

- a. **Rent Decreases:** The adjustment in rent will be effective the first day of the month following that month in which the change in family composition or income occurred provided that the change was reported within ten (10) calendar days of its occurrence and that the Tenant complies with verification requirements and completes the re-exam.

If Tenant fails to report a change within ten (10) calendar days, the rent decrease will be the first day of the month following the date the change was reported.

If a Tenant fails to appear for scheduled appointments to sign lease amendment(s) that would result in a rent decrease, the effective date of the rent decrease will be the first day of the month after the date the Tenant signs the necessary amendment(s).

- b. **Rent Increases:** The adjustment in rent will be made effective the first day of the second month following the month in which the change in family circumstances or income occurred provided that the change was reported within ten (10) calendar days of its occurrence and that the Tenant complies with verification requirements and signs the re-exam.
- c. **Errors:** If, at any time, an error in rent is revealed, proper adjustment shall be made to correct the error as follows:
 - 1) If the error was the fault of the Tenant and corrective action results in an increased rent, such rent shall be retroactive to the first day of the month following the date the change occurred. Failure to promptly pay such arrearages shall be grounds for termination of this lease.
 - 2) If the error was the fault of the Tenant and corrective action results in decreased rent, such rent shall be effective the first day of the month following the date the error was reported.

- 3) If the error was not the fault of the Tenant and corrective action results in an increased rent, such rent shall be made effective the first day of the second month following the date the error was discovered.
- 4) In the event the error was not the fault of the Tenant and corrective action results in decreased rent, such rent shall be made retroactive to the date of the rent adjustment in which the error occurred.

D. Special Reexamination

When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination or Tenant fails to report changes, a temporary determination will be made with respect to income and a special reexamination will be scheduled. Special reexamination will be scheduled every 30, 60 or 90 days until a reasonably accurate estimate of income can be made.

E. Dwelling Unit Size Adjustment

If Management determines that the bedroom size of the dwelling unit is no longer appropriate to the Tenant's needs, or that the unit is inappropriate due to medical or emergency reasons, or that scheduled renovation necessitates vacating the unit; Management shall serve notice of such determination to Tenant. Tenant shall be given notice in writing of the date the unit is expected to be ready for occupancy. Tenant shall be required to move to a suitable unit, giving Tenant a reasonable time of not more than thirty (30) days in which to move. This period shall commence on the day that the new lease is signed. The original unit lease shall terminate upon execution of the lease to new unit. Failure to deliver keys to the original unit by the end of the 30th day may result in the termination of housing assistance. Tenant's failure to transfer to a suitable unit is cause for lease termination and eviction of the household. The Tenant shall not be penalized if they are willing to accept the new unit but are unable to move by the date required and presents evidence satisfactory to Management of their inability to move.

F. Community Service Requirement

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self- sufficiency and economic independence.

The family must provide documentation that they are exempt if they qualify for an exemption. The family must also sign a certification that they have received and read the Community Service Requirement Policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.

EXEMPT RESIDENTS

Exempt Adults - an adult member of the family who:

1. Is 62 years of age or older; or
2. Has a disability that prevents him/her from being gainfully employed; or
3. Is the caretaker of a disabled person; or
4. Is working at least 20 hours per week; or
5. Is participating in a welfare to work program; or
6. Is a student under the 20-hour rule; or
7. Is a spouse who is the caregiver of an elderly resident. Certification from a medical professional must be provided that a caretaker is required.

ARTICLE III

Terms of Occupancy

A. Tenant's Responsibilities in Occupancy

Tenant's responsibilities include, but are not limited to, the following:

1. Rents and other recurring occupancy charges are payable in advance without demand or billing on or before the first day of each calendar month of occupancy at the location designated by Management. Charges for partial periods of occupancy shall be computed on the basis of one thirtieth (1/30) of the monthly rate for each day in such period. Tenant agrees to pay, when due, any charges and costs arising from Tenant's failure to perform obligations under this Lease, and for any damages to the premises resulting from negligence or misuse by Tenant, his/her Household or their visitors.
2. Security Deposit: A security deposit shall be collected at the time of leasing and shall be held on deposit, accruing no interest to Tenant, and shall be returned within a reasonable time after termination of occupancy, less any deductions applied to unfulfilled obligations of Tenant under these terms, or for intentional or negligent damages to property, or excessive wear and tear caused by or allowed by Tenant, his/her household or their visitors. If such deductions are made, Management shall forward to the Tenant, when charges are obtained, a written statement of any charges for damages and/or other charges to be deducted from the security deposit.
3. Use of Dwelling. Upon penalty of lease termination, Tenant agrees not to assign the lease, not to sublet or transfer possession of the premises, and not to give accommodation to boarders or lodgers, whether paying or not. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as the Tenant's sole residence and private dwelling unit used only for the Tenant's family or household as defined in the Lease and Occupancy Policy. Tenant may give reasonable accommodation to Tenant's guests or visitors, for a period not exceeding fourteen (14) calendar days per annum by any one person coinciding with the Lease term. Management must be notified if the unit is to be unoccupied for over thirty (30) calendar days. Failure to so notify management may result in the unit being declared abandoned and the Dwelling Lease terminated.
4. Regulations. Tenant agrees to abide by such necessary and reasonable regulations as may be promulgated and posted by Management for the benefit and well being of the community and surrounding neighbors including but not limited to the following:
 - a. Rubbish, Garbage and Other Waste. Tenant shall dispose of garbage, rubbish and other waste in a manner prescribed by Management, and shall not permit trash to litter the grounds of the site. Tenant shall not use Housing property, trash containers, or facilities to dispose of any large items, including sofas, mattresses or chairs that do not properly fit in trash containers. Failure to comply will result in a tenant charge. Tenant shall not permit children to dispose of trash where they cannot safely reach the trash containers.
 - b. Lawns and Immediate Grounds. Where applicable, Tenant shall keep all immediate lawns mowed, shrubbery trimmed and grounds free from untended growth, litter and debris, and in a safe condition. Tenant shall exercise reasonable care in planting on the property, requesting "Blue Stake" assistance as applicable. Failure to comply will result in a tenant charge.
 - c. Vehicles.
 - 1) Unauthorized Parking: Tenants and their guests shall not park vehicles in yards, on sidewalks or in a manner that may block fire lanes, postal employee access or trash containers. Vehicles

may be parked only in areas designated by Management as vehicle parking areas. Any vehicles found parked in unauthorized areas will be cited, and if not moved to an approved location within 48 hours shall be towed away at vehicle owner's (if known) or Tenant's expense.

- 2) Move-Outs: If a Tenant transfers or moves out of public housing, any vehicles either belonging to, registered to, and/or under the responsibility of the Tenant must also be removed from the previous public housing site within 24 hours of Tenant's departure, or be cited as abandoned. Cited vehicles not removed within 48 hours shall be towed away at vehicle owner's (if known) or Tenant's expense. All vehicles on property must be registered with Management where required.
- d. Facilities. Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators, in a reasonable and safe manner.
- e. Heating and Cooling. Tenant shall not use any equipment or appliances for heating or cooling except those provided by Management, without prior written consent of Management. Where appropriate, tenant shall be responsible for cleaning and/or replacing furnace/air-conditioning filters once a month. Any damage to the heating/cooling systems resulting from unclean filters will be assessed to the tenant.
- f. Aerials and Antennas. Radio (including CB radios) or television antennas shall not be erected on the premises without prior written permission. Written permission will not be granted for a high rise facility. Prior written permission must be granted before installing satellite dishes.
- g. Additional Large Appliances: Residents who wish to use their own large appliances such as refrigerators or freezers must complete a Request for Additional Appliance form which must be approved by Management before the appliance can be used. At the sites where electric service is included in the rent, an additional \$10 a month will be charged to accommodate the additional energy use. Management reserves the right to refuse permission or require the removal of any existing additional appliance, even if prior approval had been granted.
- h. Restricted Play Areas. Tenant shall not permit his/her children to play in public halls, stairways, elevators, roofs, parking areas or in other areas as designated by Management.
- i. Pets. An appropriate lease amendment must be signed and a pet deposit of \$100 will be required for each pet -- limit of one per household. Dogs may not exceed 14 inches or 20 lbs. when fully grown. Owner must provide proof of spay or neuter for new pet permits. The lease amendment must be signed and the pet deposit must be paid before the pet is allowed on premises. See the City of Tucson Housing and Community Development Department Housing Management Division Admissions and Continued Occupancy Policy (Appendix F) for further details regarding the Pet Policy.
- j. Service Animals. The tenant must submit a request in writing (Request for Accommodation) to have a service animal as an accommodation for the tenant's disability. The Housing Management Division will adhere to the Reasonable Accommodation Policy as outlined in the Admissions and Continued Occupancy Policy, Section 2.0.
- k. Waterbeds. Waterbeds are permitted only upon written permission of Management prior to bringing in the bed. Waterbeds are not permitted in any high rise facility.
- l. Storage. Storage of any household or personal property outside of dwelling units is prohibited except in designated storage facilities. Tenant shall keep assigned porches, balconies, driveways,

garages, etc. free of furniture which is not designed by the manufacturer as outdoor furniture. Where Tenant controls heat, Tenant shall not store any items, objects or materials in the unit furnace room. Tenant shall not use any vehicle parked on City Property for storage.

- m. Interior and Exterior Facilities. Tenant shall not make any improvements or alterations to the exterior or interior (including fences) of the premises without prior written permission of Management. Tenant shall not use tacks, nails, screws or other fasteners in any part of the premises except in a manner prescribed by Management and shall not apply paint, wallpaper, wall or floor coverings without prior written permission of Management. Tenant shall not install any locking or restraining devices on any exterior door or gate. The installation of security cameras and security lighting by residents is prohibited. Any such installation will be performed by the City only for purposes deemed necessary by the City. Any previous permission that may have been granted to resident to install security cameras and/or lighting is hereby rescinded.
- n. Pre-Occupancy Inspection. Before Tenant occupies the dwelling unit, Tenant shall accompany Management in inspecting the dwelling unit and Tenant shall be given a written statement of the condition of the premise and the equipment provided with the unit. The statement shall be agreed to in writing by Tenant and Management. Their signatures shall signify acceptance of the unit's condition as noted on the statement.
- o. Homeowner Association Neighborhoods: Tenant is responsible for abiding by all Homeowner Association regulations when occupying a unit that is located within a neighborhood that has such an association. Copies of the regulations will be provided to the tenant by the Management office.
- p. Tax Credit Properties: Residents of tax credit properties must remain in compliance with program rules, including the full time student rule. Failure to remain in compliance will require the family to vacate the premises.

5. Prohibited Activities

Failure to obey the below listed prohibitions or failure to promptly correct upon notice shall result in lease termination and eviction.

- a. Fire Hazard. Tenant shall not permit combustible material to be kept on the premises and shall take every precaution to prevent fire. Vehicles, equipment and devices utilizing combustible fuel may not be kept in the unit. Tenant shall not cover, disconnect or remove smoke detector and/or fire sprinkler system equipment.
- b. Inoperative Vehicles. No inoperative, unregistered, uninsured, or junk vehicle shall be parked or stored on City Property except in total compliance with City Code Section 16-5. Nor shall any trailers, boats or other such vehicles be parked or stored on City Property. Failure to comply will result in such vehicles being cited. If the inoperative vehicle is not either (1) removed from the premises, or (2) restored to an operative condition within 48 hours of the citation, it shall be towed away at vehicle owner's (if known) or Tenant's expense. On-site maintenance and repair of vehicles is prohibited, to include adjacent public property. However, vehicles must be maintained in an operable condition. Any damages to the property as a result of leaking vehicular fluids will be assessed to Tenant, and may result in the revocation of on site parking privileges. Repeated failure to comply with this requirement will result in lease termination and eviction.
- c. Disturbing the Peace. Tenant agrees to refrain from, and to cause Tenant's Household and guests to refrain from, interfering with neighbor(s)'s and neighboring tenants' peaceful enjoyment of their accommodations.

- d. Property Damage. Tenant agrees to refrain from, and to cause Tenant's Household and guests to refrain from destroying, defacing, damaging or removing any part of the premises. Damages to the premises may be grounds for eviction and for legal action to recover costs associated with the repair and the collection effort. Management is not responsible for damage to Tenant's personal belongings due to fire, theft, water damage, sewer clogging or backup, rain, etc. Tenants are strongly encouraged to provide insurance on personal property.

Tenant agrees to refrain from, and to assure that Tenant, any member of the household, guest(s), or any other person under Tenant's control (i.e., allowed access to the premise), shall not engage in feeding pigeons or other animals which are not approved in writing by Management.

- e. Illegal Activities. Tenant agrees to refrain from, and to assure that Tenant, any member of the household, guest(s), or any other person under Tenant's control (i.e., allowed access to the premise), shall not engage in:
- 1) Any criminal activity, including but not limited to crimes of physical violence to persons or property, including drug-related criminal activity, on or off public housing premises, while the Tenant is a tenant in public housing, or other criminal acts which could adversely affect the health, safety, welfare of any neighbor, PHA tenant, or City of Tucson employee. Nor criminal damage, threats of violence to persons or property, in that it threatens the health, safety, or right to peaceful enjoyment Management's public housing premises by other residents or employees of Management or;
 - 2) Any drug-related criminal activity on or off Public Housing premises. Any criminal activity in violation of the preceding sentence, while the Tenant is a tenant in Public Housing, shall be cause for termination of tenancy, and eviction from the unit. For the purposes of this lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802 Section (6))). Criminal activity need not result in arrest or conviction in order for proof of the act(s) by the preponderance of evidence to fully and legally justify lease termination and eviction of a household or an individual.
 - 3) Alcohol abuse or a pattern of abuse when such abuse leads to behavior that threatens the health, safety, or peaceful enjoyment of the premises by other residents.
- f. Unhealthy/Unsafe Materials. Tenant agrees to maintain the premises free of any unhealthy or unsafe materials, to include accumulation of debris, broken glass, flammable trash or other unhealthy or unsafe materials in or near the unit.
- g. Prohibited Equipment. Tenant agrees to keep property free of any equipment that may be unsafe such as swimming/wading pools, trampolines and jumping castles.

6. Maintenance, Damage and Repair

Tenant shall use reasonable care to keep the dwelling unit in such condition as to prevent health or sanitation problems from arising.

Tenant shall maintain the premises in such a condition as to pass all annual or specially scheduled unit inspections. Any tenant-caused deficiency discovered during such inspection must be corrected by the

Tenant within a reasonable time after notice, not to exceed thirty (30) days. Failure to timely correct such deficiencies shall be grounds for eviction. A lease may be terminated if the household fails two inspections within a one year lease period.

Tenant shall notify Management promptly of need for repairs to the dwelling unit, including suspected water leaks, moisture problems or mildew and of unsafe conditions in the common areas and grounds that may lead to property damage or personal injury. Management reserves the right to enter premises and correct deficiencies and charge Tenant accordingly. Except for normal wear and tear, Tenant agrees to pay reasonable charges for the repair of damage to the premises or appliances intentionally or negligently caused by Tenant, their household, dependents or visitors. Tenants shall further be held responsible for any destruction, defacing, damaging or removal, whether negligently or intentionally caused, of any property under the jurisdiction of Management. Damages to the premises may also be grounds for eviction.

The Tenant, not Management, shall be responsible to secure and/or pay for the repair/replacement of all broken windows and damaged or missing screens except for those buildings such as high-rise buildings. Tenant is responsible to pay for charges for the replacement of windows. A schedule of charges for such maintenance and repair shall be posted in the Management office. Every such charge will become due and collectible on the first day of the second month following the month in which the charges were incurred. Tenant is responsible to promptly mitigate and report to Management, property damage that could lead to personal injury.

In areas where individual mailboxes have been supplied, Tenant will be responsible for repair/replacement if damaged beyond a usable condition.

7. Entry of Premises During Occupancy

Tenant agrees that the authorized representative of Management will be permitted to enter Tenant's dwelling unit whenever deemed necessary, such as for the purpose of examining the condition of the unit, making periodic inspections, making improvements or repairs, or for the purpose of pest control. Unless Tenant has given prior authorization for Management to enter, entry shall be made only during reasonable hours after 48 hours written notice, in writing to the Tenant of the date, time and purpose of entry.

Management shall have the right to enter Tenant's dwelling unit without prior notice if Management reasonably believes that an emergency exists, which requires such entrance. In the event Tenant and all adult members of his/her household are absent from the premises, a written statement specifying the date, time and purpose of entry will be left in unit.

Tenant shall not unreasonably withhold permission from Management to enter the premises to make routine or other preventive maintenance service calls, periodic inspections or perform pest control.

B. Management Responsibilities

1. Management shall:
 - a. Maintain the premises and property, not otherwise assigned to the Tenant's responsibility, in a decent, safe and sanitary condition.
 - b. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
 - c. Make necessary repairs to the premises. Only repairs of deficiencies that pose an immediate threat to life, health and/or safety of a resident will be treated on an emergency basis including after hours response. Determination of the emergency status of the work order is solely at the discretion of the on

call or respective Zone Manager. All other work orders will be prioritized and addressed on a routine basis.

- d. Keep buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
 - e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating/cooling, ventilating, and other facilities and appliances including elevators, supplied or required to be supplied by the PHA.
 - f. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit and disposal of ashes, garbage, rubbish, and other waste removed from the premises.
2. If Management fails upon receipt of written notification to either repair the defect in the Dwelling Unit which is hazardous to life, health, or safety or make temporary alternative accommodations available to Tenant within a reasonable period of time after Tenant's reporting of same to Management, and it was within Management's ability to correct the defect, then Tenant's rent shall abate during the duration of the existence of such defect while he/she resides in the unrepaired dwelling. If necessary, available standard alternative accommodations shall be offered to Tenant. If damage is caused by Tenant, Tenant shall provide alternative temporary accommodations at Tenant's expense and shall pay costs of repair to unit.
 3. **Pre-termination Inspection.** When Tenant vacates, Management will inspect the dwelling unit and furnish Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant may request to participate in the inspection.
 4. **Schedule of Charges.** A schedule of charges for maintenance and repairs beyond normal wear and tear, and other related services shall be posted in the Management office.

ARTICLE IV

Termination and Eviction

A. Termination by Tenant

Tenant shall file an "Intent to Vacate" form with Management at least thirty (30) days prior to vacating the premises. Tenant must file this form in writing. If the tenant does not give Management a written Notice of Intent to Vacate, rent will be charged for 30 days from the date that Management learns that the tenant has moved out. The unit will not be considered vacated and the responsibility of Tenant terminated until the keys to the dwelling unit are returned to the Management office. If Tenant fails to return keys and Management finds the unit unoccupied after the date given on the "Intent to Vacate" form, Management will deem the unit abandoned and shall proceed as outlined in Section C. below. If proper written notice is not given, the full final month's rent will be charged to Tenant and will not be prorated.

B. Termination by Management

1. The PHA may terminate the Lease for serious or repeated violations of material terms of the Lease, such as: criminal activity and for single incidents of serious violations such as physical violence or drug-related criminal activity as defined in Part II, Article III, Section A.5.e.2 of this Dwelling Lease; failure to make rent or other payments due under the Lease; failure to fulfill the Tenant obligations as set forth in the Lease; failure to appear for re-exam or lease renewal appointments; failure to pass a dwelling unit inspection;

failure to provide re-exam verification documents; discovery of a family member's sex offender registration requirement; or for other good cause.

2. Management (PHA) shall give written notice of termination of the Lease as follows:

- a. Fourteen (14) days in the case of failure to pay rent, upon classification that the tenant's account is delinquent as specified in Part I, Article II, C.1. Tenant has 14 days from receipt of this notice in which to make payment in full, including any future amounts that become due and payable. No partial payments will be accepted. If payment is not made in full by the 14th day, the tenancy will be terminated and the Tenant will be required to immediately vacate the premises. Tenant will be notified that any payment(s) made after the 14-day period will not operate to cure this material breach of the Lease and if the premises are not vacated, legal action will be instituted to secure tenant's removal from the premises regardless of any payments made.
 - b. A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of Tenants, Neighbors, PHA Employees, or PHA Management including criminal activity involving violence or drugs. This includes bifurcation of the lease according Violence Against Women Act (VAWA). It is agreed that as little as twenty-four (24) hours is reasonable time under this subsection.
 - c. Five (5) working days to reinstate utility service into the resident's own account.
 - c. 30 days in all other cases.
3. The notice of termination to Tenant must be in writing, shall state the specific reasons for the termination, and shall inform Tenant of his/her (1) right to reply and (2) the right to request a hearing in accordance with the PHA's grievance procedure. The right to request a grievance hearing is not applicable for any termination for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA. The judicial proceeding to be used in this matter is a Forcible Entry and Detainer Action (A.R.S. 12-1171 et seq.). HUD has determined that this eviction procedure includes all the elements of Due Process as defined in 24CFR 966.53 (c). You are entitled to review any documents, reports or regulations that relate to the termination of your tenancy. You shall be allowed to copy any of these documents at your own expense.

C. **Abandonment**

When Management has information and evidence that the Tenant household is not occupying the unit, Management shall reclaim the premises and proceed to declare the unit abandoned and lease terminated. Evidence of abandonment includes, but is not limited to, disconnected utilities, unsecured property, absence from the unit for over thirty (30) days without notifying Management, absence of bedding and/or food preparation implements, reports from neighbors, and non-payment of rent. Notice of Abandonment shall be posted in the unit. Failure to re-establish residency within five (5) calendar days of posting shall result in the unit being declared abandoned. Any remaining personal property on the premises shall be disposed of by Management no sooner than ten (10) calendar days following the Declaration of Abandonment.

D. **Tenant Responsibility on Termination**

1. Immediately upon Lease termination, the Tenant shall quietly and peacefully remove himself/herself, his or her household and property from the premises and surrender possession to Management. Tenant shall leave the unit and surrounding area, and any equipment and appliances clean and in good order and repair, reasonable wear and tear excepted.

2. Immediately upon vacating the premises for any reason including abandonment or eviction pursuant to a legal Writ of Restitution, the Tenant shall be required to immediately remove all his or her personal effects and property from the premises. Management shall in no event be responsible for any personal effects or property of the Tenant after Tenant vacates the premises or after the unit has been declared abandoned. Any such personal effects or property remaining after Tenant has vacated or abandoned the premises shall be disposed of by Management. No benefit, monetary or otherwise, shall inure to Management staff/employees as a result of such disposition.

E. Legal Notices

Any written notice to Tenant including eviction or lease termination notices will be sufficient if in writing stating the specific grounds for termination and delivered to Tenant or adult member residing in the unit in person, sent certified mail or confirmed mail. Notice to Management must also be in writing, and either delivered to Management office, or sent to Management by mail, properly addressed, postage prepaid.

F. Grievance Procedure

If you are dissatisfied with any action or inaction on the part of Management, you have the right to file a grievance. All grievances arising under the Lease shall be processed and resolved pursuant to the grievance procedure in effect at the time such grievance arises. The grievance procedure is posted in the Management offices and is incorporated herein by reference. The grievance procedure shall be in accordance with Federal regulations governing it.

G. Violence Against Women Act (VAWA)

Management has a domestic violence policy to protect victims of an incident or incidents of actual or threatened domestic violence, dating violence, or stalking. The policy is available in the Management office and is incorporated herein by reference.

H. Reasonable Accommodation

Management has a reasonable accommodation policy to ensure that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the housing authority's programs, services and activities.

ARTICLE V

General

A. Non-Waiver

Failure of Management to insist in any one or more instances upon strict observance of any of the terms of this lease shall not be considered a waiver or relinquishment of the right to insist upon and enforce future performance of such terms, but such terms shall instead continue in full force and effect.

B. Remedies

The rights and remedies given to Management under these terms are distinct, separate and cumulative, and one of them, whether exercised or not, shall not be deemed to be in exclusion of any of the others.

C. Entire Agreement

All terms and conditions appearing in Part I and Part II are specifically a part of the Lease. This Lease and Attachments evidence the entire agreement between Management and Tenant.

D. Amendments

This Lease may be amended at any time by mutual agreement of the parties. No amendment shall be valid unless it is in writing, signed and dated by both Management and Tenant, except that the amount of the allowance for tenant-supplied utilities may be increased at any time by giving notice to the Tenant of the change.

E. Housekeeping Standards

In an effort to improve the livability and conditions of the dwelling units owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

1. Authority Responsibility: Upon admission to the program the unit will be inspected once at move in, once again within the first six month of occupancy, and finally within 120 days prior to the anniversary date of the Dwelling Lease. Thereafter the Authority will inspect each unit at least once annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify the Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a material breach of this Lease and be grounds for Lease termination and eviction.
2. Tenant's responsibility: Tenant is required to abide by the standards set forth by Management as detailed by attachment. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and may result in lease termination and eviction.